

Stow Pompositticut/Center  
Elementary School

OPM Monthly Status Report  
June 2010

*Owner's Representatives*  
*Project Managers*  
*Construction Managers*

*Submitted by: Paul Griffin, OPM*  
*July, 2010*

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# **Monthly Status Report**

## **Stow Pompositticut / Center Elementary School**

### **June, 2010**

Size: 98,050 SF  
Enrollment: 660 Students  
Reimbursement Rate: 52.11%

#### **Project Team:**

**Owner's Project Manager:** Construction Monitoring Services, Inc.  
Paul Griffin (617) 429-5100  
Neil Joyce (508) 808-1601

**Architect:** Symmes, Maini & McKee  
Phil Poinelli – (617) 547-5400  
Lorraine Finnigan – (617) 547-5400

**Project Budget:** \$37,829,870                      **Status:** NTP Issued June 15, 2010

#### **Project Status Overview – Work Completed through May, 2010 (OPM 8.1.3.01)**

Project activities previously completed included completion of bidding documents, successful initiation of the project bidding process and receipt of filed sub-bids.

#### **Project Status Summary – Work Complete through June 30, 2010 (OPM 8.1.3.02)**

During the month of June, major project milestones achieved included:

- Receipt of General Bids for the referenced project, with the apparent low bidder (P.J. Stella Corp, Wakefield, MA) submitting a bid for \$23,707,000 including alternates, approximately \$5.2 Million below project estimates.
- Execution of project contracts, and issuance of Notice to Proceed for construction operations (June 15, 2010)
- Initial site mobilization, including construction trailer for OPM / Project Representative, as well as establishment of survey controls and baseline layout, hay bale locations and project limits.
- DEP / asbestos abatement notifications,

**Administrative Oversight:** The following is a summary of non-construction related progress (work performed by the OPM / Architect & Design Team) during the month of June, 2010, as well as a forecast of the current administrative schedule through the anticipated bid date of the project:

**Contract Administration:** The management team has been continuously involved in project and contract administration including but not limited to submittal review, RFI response and investigation, controlled construction oversight, change order review and overall project controls. Project consultants have been continuously involved in submittal review, RFI response, and change order review.

**Future Work Forecast:** A preliminary construction schedule prepared by the contractor has been provided for information. It is anticipated the following major construction items will be completed during the forthcoming three-month period (July – September, 2010):

- Completion of site mobilization activities including security fencing, hay bale installation, survey controls and project layout.
- Site Clearing and Grubbing, Preliminary Site Access from Hartley Road, complete with associated project infrastructure.
- Phase IA Demolition Elements including asbestos abatement and selective demolition of the existing structure to be removed.
- Phase IA utility construction, including site electric service, gas service and site drainage as required by approved construction phasing and sequencing.
- Pre-Construction Coordination Meeting
- Building Cut / Fill at proposed addition, and subsequent foundation construction for same.

**Schedule Update (OPM 8.1.3.03)**

Although limited due to the recent project bid, construction progress as observed at the site was as anticipated during June. The contractor has presented a preliminary construction schedule for the current period through the completion of Phase IA, in late August, 2010. Current progress is consistent with activities forecasted on the schedule. Copies of the 60-day construction schedule have been included for informational purposes.

Critical administrative project objectives for the coming month include completion of the project mobilization and proper initiation of the project documentation / controls processes, including but not limited to project submittals, RFI's payment requisitions and schedule of values, insurance and bonding.

#### **Financial Update (OPM 8.1.3.04 / 8.1.3.05 / 8.1.3.06)**

CMS has included a printout of our updated project budget, reflecting adjustments associated with project bidding results. Due to the early stages of construction, there is no status update to be provided with regard to approved change orders or pending change orders. CMS will provide updates on these items as soon as they are available.

#### **Contractor's Safety Performance (OPM 8.1.3.07)**

With regard to the construction operations currently underway at the site, due to the early stages of construction, there is no status update to be provided with regard to the contractor's project safety performance. CMS will provide updates on these items as soon as they are available.

#### **Designer's QA/QC (OPM 8.1.3.08)**

Construction Monitoring Services has maintained a constructive working relationship with Symmes Maini & McKee throughout the duration of our involvement with the project. We will continue to work in cooperation with SMMA to identify potential issues in the construction documents, and address them prior to their impacting construction operations or progress.

#### **Contractor's Environmental Compliance (OPM 8.1.3.09)**

With regard to environmental compliance of the current construction operations, the contractor has conducted his site walk with the Stow Conservation Commission, and was approved / confirmed to begin installation of hay bales and silt fencing. Further, it is our understanding that PJ Stella, acting through their asbestos abatement subcontractor, has provided the necessary 10-day notifications and plans to start asbestos abatement during July, 2010. Due to the early stages of construction, there is no further status update to be provided with regard to the contractor's environmental compliance. No report of any project abnormalities has been received.

#### **Community Issues (OPM 8.1.3.10)**

With regard to community issues of the limited current construction operations, Construction Monitoring Services has made a concerted effort to provide proactive outreach to community members, offering accurate information germane to the public interest throughout the entire project process. This work began with numerous presentations to various public agencies and boards during project approvals, and has continued through the current period.

The Town of Stow, acting through the Board of Selectmen has currently advertised for the removal of the Blacksmith Shop currently occupying the western limit of the project adjacent to the project driveway. CMS and SMMA have worked cooperatively with the Town in addressing the potential

salvage of this structure. It is anticipated that bids will be received in early July, with the Board of Selectmen providing subsequent direction as to the ultimate resolution of this matter.

**Designer & Contractor MBE/WBE Activity (OPM 8.1.3.11)**

CMS has requested from P.J. Stella Company the SOMWBA Reports.

**Project Issues and Concerns (OPM 8.1.3.10 / 8.1.3.11)**

Due to the preliminary nature of the contract, no project issues and/or concerns exist at this point in time. Should any issues arise, CMS will notify the client and the MSBA as soon as practical.

	Budget	Reallocations	Budget Contracted	Anticipated	Paid to Date	(Anticipated minus Paid)	% Expended
<b>1. General Construction</b>							
1a. General Contractor	28,841,856	-	23,707,000	23,707,000	-	23,707,000	0%
1b. Change Orders	-	-	-	-	-	-	-
1c. Outstanding	-	-	-	-	-	-	-
1d. Contingency	2,163,139	-	2,163,139	-	-	-	-
<b>Total</b>	<b>31,004,995</b>	<b>-</b>	<b>25,870,139</b>	<b>23,707,000</b>	<b>-</b>	<b>23,707,000</b>	<b>-</b>
<b>2. Architect</b>							
Prior	56,200	37,300	92,500	92,500	92,500	-	100%
2a. Architect's Basic Service Fees	3,031,000	-	3,031,000	3,031,000	2,222,500	808,500	73%
2b. Architect's Amendments	184,222	-	184,222	184,222	-	184,222	0%
2c. Architects Reimbursables	-	-	-	-	74,677	(74,677)	0%
2d. Architect's Consultants	-	-	-	-	-	-	0%
<b>Total</b>	<b>3,270,422</b>	<b>37,300</b>	<b>3,307,722</b>	<b>3,307,722</b>	<b>2,389,677</b>	<b>918,045</b>	<b>72%</b>
<b>3. Site Development</b>							
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>4. Furniture, Fixtures, Technology &amp; Equipment</b>							
Furnishings	720,000	-	720,000	720,000	-	720,000	0%
Technology	1,047,700	-	1,047,700	1,047,700	-	1,047,700	-
Misc.	20,000	-	20,000	20,000	-	20,000	0%
<b>Total</b>	<b>1,787,700</b>	<b>-</b>	<b>1,787,700</b>	<b>1,787,700</b>	<b>-</b>	<b>1,787,700</b>	<b>-</b>
<b>5. Other</b>							
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>6. P.M. &amp; Clerk Services</b>							
CMS	848,875	-	848,875	848,875	73,750	775,125	9%
Amendments	-	-	-	-	-	-	0%
CMS Reimbursables	70,000	-	70,000	70,000	25,200	44,800	0%
<b>Total</b>	<b>918,875</b>	<b>-</b>	<b>918,875</b>	<b>918,875</b>	<b>98,950</b>	<b>819,925</b>	<b>0</b>
<b>7. Testing &amp; Inspections</b>							
7a. Testing & Inspections	50,000	-	50,000	50,000	-	50,000	0%
7b. Boring and Surveys	-	-	-	-	-	-	0%
<b>Total</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>0%</b>
<b>8. Legal, Bonding &amp; Moving</b>							
8a. Legal	40,000	-	40,000	40,000	7,673	32,327	19%
8b. Bonding	-	-	-	-	-	-	0%
8c. Moving	50,000	-	50,000	50,000	-	50,000	0%
<b>Total</b>	<b>90,000</b>	<b>-</b>	<b>90,000</b>	<b>90,000</b>	<b>7,673</b>	<b>82,327</b>	<b>9%</b>
<b>9. Advertising &amp; Printing</b>							
9a. Printing & Advertising	70,000	-	70,000	70,000	47	69,953	0%
<b>10. Other/Miscellaneous Expense</b>							
10a. Administrative	20,000	-	20,000	-	-	-	0%
10b. Miscellaneous Expenses	2,000	-	2,000	-	-	2,000	0%
10c. Utilities & Other Misc. Fees	-	-	-	-	1,281	(1,281)	0%
<b>Total</b>	<b>22,000</b>	<b>-</b>	<b>22,000</b>	<b>2,000</b>	<b>1,281</b>	<b>720</b>	<b>64%</b>
<b>Subtotal</b>	<b>37,213,992</b>	<b>37,300</b>	<b>32,116,436</b>	<b>29,933,297</b>	<b>2,497,628</b>	<b>27,435,669</b>	<b>8%</b>
<b>Contingency/Uncommitted:</b>							
Owner's Contingency	615,878	(37,300)	5,713,434	-	-	-	-
<b>TOTAL COST</b>	<b>37,829,870</b>	<b>-</b>	<b>37,829,870</b>	<b>29,933,297</b>	<b>2,497,628</b>	<b>27,435,669</b>	<b>8.34%</b>

**Stow Pompositticut /Center Elementary School**

**CHANGE ORDER LOG**

**None**

Nashoba Pompo/Center School Project  
Cash Flow Projections

7/7/2010

	Prior Year	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total
Total														

Budget	1,119,941	234,012	239,000	282,000	289,000	282,000	297,600	283,850	498,850	476,850	826,850	1,026,850	1,126,850	6,983,653
Actual	782,924	317,362	235,288	391,929	557,300	129,415	83,410							2,497,628
Variance	337,017	-83,350	3,712	-109,929	-268,300	152,585	214,190	283,850	498,850	476,850	826,850	1,026,850	1,126,850	4,486,025

	Prior Year	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Total
Total														

Budget	6,983,653	1,234,850	1,734,850	1,756,850	1,734,850	1,734,850	2,234,850	2,234,850	1,934,850	1,734,850	1,755,850	1,234,850	1,084,850	27,394,853
Actual														0
Variance	6,983,653	1,234,850	1,734,850	1,756,850	1,734,850	1,734,850	2,234,850	2,234,850	1,934,850	1,734,850	1,755,850	1,234,850	1,084,850	27,394,853

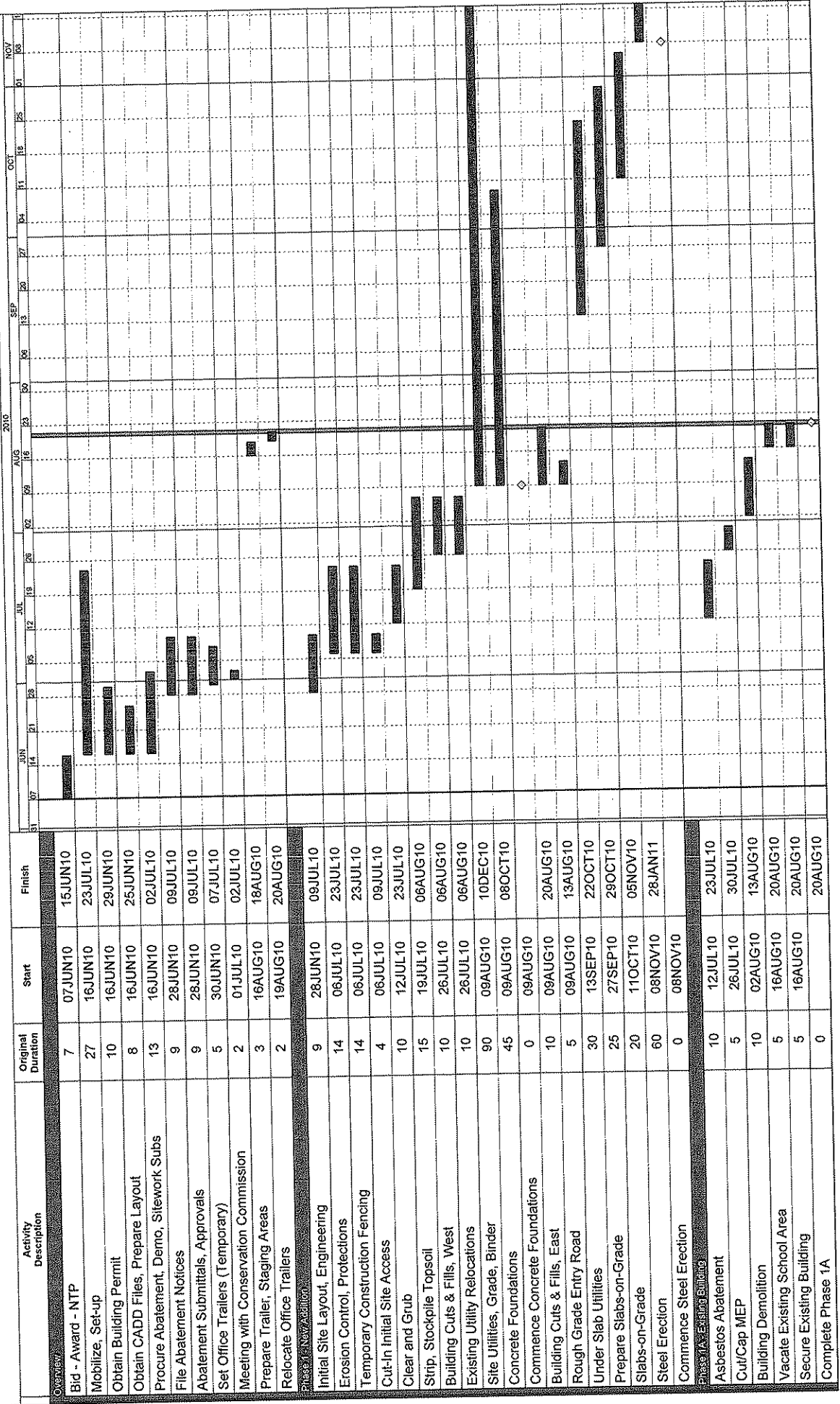
	Prior Year	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Total
Total														

Budget	27,394,853	971,989	886,850	608,850	568,850	490,850	974,892	464,725	220,549	67,000	10,000	10,000	5,160,462	37,829,870
Actual														0
Variance	27,394,853	971,989	886,850	608,850	568,850	490,850	974,892	464,725	220,549	67,000	10,000	10,000	5,160,462	37,829,870



Pompo/Center Elementary School  
Stow, MA

Start-up Schedule  
June 15, 2010



## **Stow Pompositticut /Center Elementary School**

### **SUBMITTALS**

**None**

**Stow Pompositticut /Center Elementary School**

**RFI Log**

**None**



# AIA® Document A101™ – 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of June in the year Two Thousand Ten  
(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

Town of Stow  
380 Great Road  
Stow, Massachusetts 01775

and the Contractor:

(Name, address and other information)

P.J. Stella Construction Corp.  
50 Main Street  
Wakefield, Massachusetts 01880

for the following Project:

(Name, location, and detailed description)

The Pompositticut/Center Elementary School  
403 Great Road  
Stow, Massachusetts 01775

The Architect:

(Name, address and other information)

Symmes Maini & McKee Associates  
1000 Massachusetts Avenue  
Cambridge, Massachusetts 02138

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed subsection 9.1.7 in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date to be fixed in a notice to proceed issued by the Owner.  
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of  
(Paragraphs deleted)

each phase of the Work not later than the dates set forth in Article 8.2.3 of the General Conditions and shall achieve Final Completion within 45 days after Substantial Completion of the entire project as set forth in Article 8.2.3 of the General Conditions.

(Table deleted)

(Paragraphs deleted) The Contractor shall be subject to the assessment of liquidated damages for each day of delay in achieving Substantial Completion, and Final Completion, as set forth in Article 9.11 of the General Conditions of the Contract. The Owner's right to assess liquidated damages shall not preclude the Owner from the exercise of any other rights to recover damages on account of the Contractor's failure to achieve Substantial Completion of Final Completion within the time required.

Init.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty Three Million Six Hundred Forty Thousand Nine Hundred Dollars and no/100(\$23,640,900.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2

*(Paragraphs deleted)*

Unit prices, if any are as set forth in and attached to this Agreement:

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in Article 9.6 of the General Conditions.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an acceptable Application for Payment in the correct form is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Architect receives the acceptable Application for Payment in accordance with Article 9.6 of the General Conditions.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed in accordance with M.G.L. Ch. 30, Section 39K and as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five(5%). Pending final determination of cost to the Owner of changes in the Work, amounts of such changes shall not be included in Application for Payment;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled  
(Paragraphs deleted)  
claims.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as set forth in Article 9.6 of the General Conditions and in accordance with M.G.L. Ch. 30, Section 39K.

*(If it is intended, prior to Substantial Completion of the entire Work (Phase 2), to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract and has satisfied all conditions for final payment set forth in the Contract Documents except for the Contractor's responsibility to correct Work as provided in Article 12.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made in accordance with Article 9.10 of the General Conditions and M.G.L. Ch 30, s 39K.

## ARTICLE 6 DISPUTE RESOLUTION & CLAIMS

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of the General Conditions, unless the parties appoint another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
(Paragraphs deleted)

### § 6.2 MEDIATION & CLAIMS

*Prior to commencing a legal action, the parties shall mediate disputes upon the sole election of the Owner as set forth in Articles 15.2.5 and 15.3 of the General Conditions. Legal actions commenced in accordance with the Contract may be commenced in a court of competent jurisdiction located in the Commonwealth of Massachusetts.*

(Paragraphs deleted)

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner as provided in Article 14 of the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest  
(Paragraphs deleted)

Init.

in accordance with M.G.L. Ch. 30 Section 39K.

**§ 8.3 The Owner's representative:**  
(Name, address and other information)

Construction Monitoring Services, Inc.  
270 Main Street  
Marlborough, Massachusetts 01752  
Attn: Paul Griffin

**§ 8.4 The Contractor's representative:**  
(Name, address and other information)

Joseph M. Stella P.J. Stella Construction Corp.  
50 Main Street  
Wakefield, Massachusetts 01880

**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6 Other provisions:**

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**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 9.1.1** The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor as amended.

**§ 9.1.2** The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction as amended.

**§ 9.1.3** The other Conditions of the Contract are those contained in the Project Manual dated April 29, 2010 and are as listed in the Project Manual Table of Contents.

**§ 9.1.4** The  
(Paragraphs deleted)

Specifications are those contained in the Project Manual dated April 29, 2010 and are as listed in the Project Manual Table of Contents.

(Table deleted)

**§ 9.1.5** The  
(Paragraphs deleted)

Drawings are as follows, and are dated April 29, 2010. A list of drawings are bound with the Drawings.

(Table deleted)

**§ 9.1.6** The Addenda, if any:

Number	Date	Pages
1	May 17, 2010	329 pages and 71 attachments
2	May 18, 2010	3 pages and 28 attachments
3	May 19, 2010	14 pages

Init.

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User Notes:

(1177581611)



4	May 26, 2010	202 pages and 26 attachments
5	June 2, 2010	68 pages and 6 attachments
6	June 2, 2010	8 pages
7	June 3, 2010	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

*(Paragraph deleted)*

Other documents, if any, listed below:

The bidding requirements, consisting of the Advertisement, Instructions to Bidders, complete Bid Forms, samples forms and certifications, the portions of addenda relating to any of these documents, and the Contractor's performance and payment bonds.

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the General Conditions, and the bonds should issued shall be in the form included in the bidding requirements.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

William Wrigley

Stow Town Administrator

*(Printed name and title)*

CONTRACTOR *(Signature)*

Joseph M. Stella

President

*(Printed name and title)*

Approved as to Legal Form:

Christopher J. Petrini, Special Counsel

Petrini & Associates, P.C.

372 Union Avenue

Framingham, Massachusetts 01702

Init.

**AFFIDAVIT OF COMPLIANCE WITH G.L. c.44 §31C,  
CERTIFICATE OF APPROPRIATION FOR THE CONTRACT:**

The undersigned, Pamela Landry, Town Treasurer of the Town of Stow, hereby certifies, pursuant to Commonwealth of Massachusetts General Laws Chapter 44, Section 31C, that an appropriation in the amount of Not to Exceed \$23,640,900.00 for the contract entitled: P.J. Stella Construction Corp., The Pompositticut/Center Elementary School Project is available for payment for services rendered under said contract and that William Wrigley, of the Town of Stow, has been authorized to execute said contract, approve all requisitions and change orders thereto.

By: \_\_\_\_\_

Pamela Landry, Town Treasurer  
Town of Stow

\_\_\_\_\_  
Date

Init.

DOCUMENT 00 41 11  
GENERAL BID FORM

Project: Pompositticut / Center Elementary School Renovations and Additions  
403 Great Road  
Stow, Massachusetts

Bid Submitted To: Town of Stow Elementary School Building Committee  
Town Building  
380 Great Road  
Stow, Massachusetts 01775

Bid From:

P.J. STELLA CONSTRUCTION CORP.  
Contractor's Name  
50 MAIN STREET  
Contractor's Address  
WAKEFIELD, MA 01880

A. The undersigned proposes to furnish all labor and materials required for Pompo/Center Elementary School Renovations and Additions in accordance with the Contract Documents, including Drawings and Specifications prepared by Symmes Maini and McKee, Inc., for the Contract Price specified below, subject to additions and deductions according to the terms of the Contract Documents.

B. This Bid includes the following Addenda:

Number	Date
<u>1</u>	<u>5/17/10</u>
<u>2</u>	<u>5/19/10</u>
<u>3</u>	<u>5/19/10</u>
<u>4</u>	<u>5/26/10</u>
<u>5</u>	<u>6/2/10</u>
<u>6</u>	<u>6/2/10</u>
<u>7</u>	<u>6/3/10</u>

C. CONTRACT PRICE: The proposed Contract Price is

TWENTY THREE MILLION ONE dollars (\$ 23,130,000)  
HUNDRED THIRTY THOUSAND

DELTA IN TILE 2ND BIDDER

90,922.<sup>00</sup>

JS - PJS

GENERAL BID FORM  
00 41 11 - 1

23,220,922.<sup>00</sup>

144. SMMA

6.8.10

BOND; OVERHEAD & PROFIT  
ON 2ND BIDDER

5,978.<sup>00</sup>

23,226,900.<sup>00</sup>

Alternates: Bidders: Enter a dollar value either in the "add" or the "subtract" line. If an Alternate will not change the proposed Contract Price, enter \$0 or "NC" in the "add" line.]

For Alternate 1, Add New Storage Building:

ADD EIGHTY SEVEN THOUSAND dollars (\$ 87,000.<sup>00</sup>) ✓  
SUBTRACT — dollars (\$ —)

For Alternate 2, Add Fence to Playfield:

ADD TWENTY NINE THOUSAND dollars (\$ 29,000.<sup>00</sup>) ✓  
SUBTRACT — dollars (\$ —)

For Alternate 3, Provide Granite Curbs in Lieu of Precast Curbs:

ADD TEN THOUSAND dollars (\$ 10,000.<sup>00</sup>) ✓  
SUBTRACT — dollars (\$ —)

For Alternate 4, Provide Linoleum in Lieu of VCT in Corridors:

ADD SIXTY THOUSAND dollars (\$ 60,000.<sup>00</sup>) ✓  
SUBTRACT — dollars (\$ —)

For Alternate 5, Provide Rubberized Surface in Lieu of Wood Fiber Safety Surface at Playgrounds:

ADD EIGHTY SIX THOUSAND dollars (\$ 86,000.<sup>00</sup>) ✓  
SUBTRACT — dollars (\$ —)

For Alternate 6, Add Equipment Roof Screen:

ADD ONE HUNDRED FORTY TWO THOUSAND dollars (\$ 142,000.<sup>00</sup>) ✓  
SUBTRACT — dollars (\$ —)

For Alternate 7, Add Vegetated Roof System and Metal Rail at Parapet:

~~ADD ONE HUNDRED SIXTY THREE THOUSAND dollars (\$ 163,000.<sup>00</sup>)~~ NOT ACCEPTED BY OWNER  
SUBTRACT — dollars (\$ —)

Ref. SMMA  
6.8.10

D. SUBDIVISION OF BID: The sub-division of the proposed Contract Price is as follows:

Item 1: The work of the General Contractor, being all work other than that covered by Item 2:

IS - PIS

TWELVE MILLION SEVEN HUNDRED THIRTY dollars (\$ 12,713,800.5)  
THOUSAND

Item 2: Sub-Bids as follows:

Sub-Trade	Name of Sub-Bidder	Amount	Bonds Required: Yes or No
Masonry Work	<u>MARMELD BROS.</u>	\$ <u>974,000.-</u>	Yes -
Miscellaneous and			

Ornamental Iron	<u>V+G Ironworks</u>	\$ <u>148,390.-</u>	Yes ✓
Waterproofing, Damp-Proofing and Caulking	<u>SPILLANE P.J.</u>	\$ <u>133,000.-</u>	Yes ✓
Roofing and Flashing	<u>TITAN ROOF</u>	\$ <u>874,600.-</u>	Yes ✓
Metal Windows	<u>R+R WINDOW</u>	\$ <u>1,026,000.-</u>	Yes ✓
Interior Glazing	<u>KAPLOFF'S GLASS</u>	\$ <u>18,000.-</u>	Yes ✓
Tile	<del>HIGHPOINT INTERIORS</del>	\$ <del>372,452.-</del>	Yes ✓
Acoustical Tile	<u>K+K ACOUSTICAL</u>	\$ <u>233,500.-</u>	Yes ✓
Resilient Floors	<u>WEST FLOOR</u>	\$ <u>133,900.-</u>	Yes ✓
Painting	<u>KING PAINTING</u>	\$ <u>183,000.-</u>	Yes ✓
Elevators	<del>SMMA</del>	\$ <del>90,922.00</del>	Yes ✓
(Elevator work shall be included in General Bids) (Addendum 4)			
Plumbing	<u>GEM MECHANICAL</u>	\$ <u>1,029,350.-</u>	Yes ✓
Heating, Ventilating and Air-Conditioning	<u>SHOUDEV, THOMAS</u>	\$ <u>3,080,000.-</u>	Yes ✓
Electrical Work	<u>ANNESE ELE.</u>	\$ <u>2,211,000.-</u>	Yes ✓

BIDDER WITHDRAWN  
WEST FLOORING  
\$463,374.00  
(DELTA 90,922.00)  
BY SMMA  
6.8.10  
JS-PJS

TOTAL OF ITEM 2:

~~Ten Million Four Hundred Sixty Thousand One~~ dollars (\$ 10,416,192.- ) + 90,922.<sup>00</sup> =  
~~HUNDRED NINETY TWO~~

The undersigned agrees that each of the Sub-Bidders named above will be used for the work indicated at the amount stated, unless a substitution is made.

10,507,114  
BY SMMA  
6.8.10

**Bonds:** "Yes" printed in the "Bonds Required" column above indicates that sub-bidders for the sub-trade work have been prequalified by the Awarding Authority and the required bonds will be furnished and paid for by the sub-trade contractor selected to perform the work. A blank line in the "Bonds Required" column indicates that no bidders were prequalified for that trade, and the General Bidder has the option of requiring a Bond. If the General Bidder indicates, by writing or typing "Yes" in the blank space in the "Bonds Required" column, that a Performance and Payment Bond is required for a non-prequalified trade sub-contractor, the General Bidder agrees that the premium for such Bond will be paid by the General Bidder if he or she is selected as the General Contractor and that the cost of such Performance and Payment Bond has been included in the amount shown in Item 1 of this bid.

JS-PJS

The undersigned agrees, if selected as General Contractor, to promptly confer with the Awarding Authority about the selection of Sub-Bidders; and that the Awarding Authority may require the successful General Bidder to substitute for any sub-bid listed above a sub-bid duly filed with the Awarding Authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned General Bidder makes no objection; and that the undersigned will use all such finally selected sub-bidders, at the amounts named in their respective sub-bids, and be in every way as responsible for them and their work as if they had been originally named in this General Bid, the total Contract Price being adjusted to conform thereto.

- B. UNIT PRICES: Should certain additional classes of work be required, or should the quantities of certain classes of work be increased or decreased from those on which the general bid is to be based, by order or approval of the Architect, the undersigned agrees that the Unit Prices set forth below and in the Specifications will be the basis of payment to the Contractor or credit to the Awarding Authority for such addition, increase, or decrease in the Work. The undersigned agrees that the Unit Prices given represent the exact amount per unit to be paid to the Contractor (in the case of additions or increases) or to be refunded to the Awarding Authority (in the case of decreases), and that no additional adjustment will be requested or allowed for general conditions, overhead, profit, insurance, compensation insurance, or other direct or indirect expenses of Contractor or subcontractors. The Awarding Authority shall have the right to reject any or all proposed Unit Prices at any time prior to signing the Agreement, in which case the cost of extra work shall be as determined by one of the other methods set forth in Article 7 of the General Conditions.

Refer to detailed description of unit prices in Section 01 22 00 "Unit Prices."

### SCHEDULE OF UNIT PRICES

Item No.	Spec. Section	Item	Unit	Add and Deduct Amount
1.	31 20 00	General excavation by machine, including off-site disposal.	cubic yard	\$ <u>8.50</u>
2.	31 20 00	Unclassified general excavation by machine, including on-site placement and compaction outside limits of structure.	cubic yard	\$ <u>7.50</u>
3.	31 20 00	Granular fill brought in from an approved off-site source, including placing and compaction.	cubic yard	\$ <u>38.00</u>
4.	31 20 00	Crushed stone brought in from an approved source, including placement and compaction.	cubic yard	\$ <u>39.00</u>
5.	31 20 00	Removal of unsatisfactory soil and replacement with satisfactory soil material.	cubic yard	\$ <u>45.00</u>
6.	31 20 00	Trench excavation, backfill and compaction for utilities.	cubic yard	\$ <u>16.00</u>
7.	31 20 00	Rock excavation other than in trenches and replacement with satisfactory soil material.	cubic yard	\$ <u>16.00</u>
8.	31 20 00	Rock excavation in trenches and replacement with satisfactory soil material.	cubic yard	\$ <u>60.00</u>
9.	Divisions 26 and 28	Electrical outlet.	each	\$ <u>63.00</u>

Item No.	Spec. Section	Item	Unit	Add and Deduct Amount
10.	Divisions 26 and 28	Exit sign.	each	\$ <u>275.<sup>00</sup></u>
11.	Divisions 26 and 28	Fire alarm pull station.	each	\$ <u>375.<sup>00</sup></u>
12.	Divisions 26 and 28	Fire alarm horn/strobe.	each	\$ <u>375.<sup>00</sup></u>
13.	05 12 00	Structural steel; unit weight up to 15 lb/lf.	ton	\$ <u>3,000.<sup>00</sup></u>
14.	05 12 00	Structural steel, unit weight 15 to 30 lb/ft.	ton	\$ <u>2,800.<sup>00</sup></u>
15.	05 12 00	Structural steel, unit weight 30 to 60 lb/ft.	ton	\$ <u>2,500.<sup>00</sup></u>
16.	05 12 00	Structural Steel, unit weight more than 60 lb/ft.	ton	\$ <u>2,600.<sup>00</sup></u>
17.	02 25 33	Remove and dispose of asbestos-containing pipe insulation, including debris.	lin. ft.	\$ <u>12.<sup>00</sup></u>
18.	02 25 33	Remove and dispose of mudded pipe fittings.	each	\$ <u>12.<sup>00</sup></u>
19.	02 25 33	Remove and dispose of transite pipe floor drains.	lin. ft.	\$ <u>4.<sup>00</sup></u>
20.	02 25 33	Remove and dispose of asbestos-containing brick underlayment and asphaltic material, including associated debris.	sq. ft.	\$ <u>8.<sup>00</sup></u>
21.	02 25 33	Remove and dispose of asbestos-containing resilient floor tile, linoleum and associated mastic.	sq. ft.	\$ <u>2.25</u>
22.	02 25 33	Remove and dispose of associated mastic under carpeting and wood flooring.	sq. ft.	\$ <u>1.<sup>00</sup></u>
23.	02 25 33	Remove and dispose of asbestos-containing ceiling tile and wall panels.	sq. ft.	\$ <u>1.<sup>00</sup></u>
24.	02 25 33	Remove and dispose of asbestos-containing ceiling material on deck.	sq. ft.	\$ <u>22.<sup>00</sup></u>
25.	02 25 33	Remove and dispose of transite.	sq. ft.	\$ <u>4.<sup>00</sup></u>
26.	02 25 33	Remove and dispose of asbestos-containing glue daubs.	sq. ft.	\$ <u>3.<sup>00</sup></u>

Item No.	Spec. Section	Item	Unit	Add and Deduct Amount
27.	02 25 33	Remove and dispose of asbestos-containing caulking, glazing, sealant and expansion joint.	lin. ft.	\$ <u>4.00</u>
28.	02 25 33	Remove and dispose of foundation coating.	sq. ft.	\$ <u>20.00</u>
29.	02 25 33	Remove and dispose of fire door assemblies.	each	\$ <u>60.00</u>
30.	02 25 33	Remove and dispose of asbestos-containing skim coat.	sq. ft.	\$ <u>5.00</u>
31.	02 25 33	Remove and dispose of sinks with asbestos-containing coating.	each	\$ <u>25.00</u>
32.	02 25 33	Removal of walk in freezer/refrigerator with ACM coating.	each	\$ <u>3,000.00</u>
33.	02 25 33	Removal of asbestos contaminated soil.	cu. yd.	\$ <u>120.00</u>
34.	02 83 20	Removal and disposal of PCB containing ballasts.	each	\$ <u>8.00</u>
35.	02 83 20	Removal and disposal of fluorescent light tubes.	each	\$ <u>1.00</u>
36.	02 83 20	Removal and disposal of mercury containing thermostats, switches, weather barometers.	each	\$ <u>5.00</u>
37.	02 83 20	Removal and disposal of emergency lighting signs containing lead batteries.	each	\$ <u>5.00</u>
38.	02 83 20	Removal and disposal of PCB transformer fluid or elevator hydraulic fluid.	gallon	\$ <u>500.00</u>

F. TIME OF COMPLETION AND LIQUIDATED DAMAGES: The undersigned agrees to commence work within five business days after receipt of a Notice to Proceed, and to complete each Phase of the Work by the dates stipulated in the General Conditions, subject to adjustment of the Contract Time in accordance with the Contract Documents. In the event any Phase of the Work is not completed within the specified time, it is understood and agreed that the Contractor shall pay the Awarding Authority, not as a penalty but as liquidated damages, the amount set forth in the Contract Documents for each calendar day beyond the date on which completion was required that the work is not so completed, up to and including the day of Substantial Completion for that Phase.

G. CONTRACT; PERFORMANCE AND PAYMENT BONDS: The undersigned agrees, if selected as General Contractor, to execute a Contract in accordance with the terms of this General Bid within 5 days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding



Authority and to furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a Surety Company qualified to do business under the laws of the Commonwealth and satisfactory to the Awarding Authority, and each in the sum of 100% of the Contract Price, the premiums for which are to be paid by the General Contractor and are included in the Contract Price.

H. CERTIFICATIONS:

1. **LABOR IN HARMONY:** The undersigned hereby certifies that the Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work, and that he will comply fully with all laws and regulations applicable to awards made subject to Section 44A of Chapter 149 of the Massachusetts General Laws.
2. **NON-COLLUSION CERTIFICATION:** The undersigned certifies under penalties of perjury that this bid is in all respects *bona fide*, fair and made without collusion or fraud with any other person. As used in this Paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or any other business or legal entity.
3. **TAXES:** As required by MGL Chapter 62c, Section 49A, the undersigned certifies that the Bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
4. ~~DEBARMENT:~~ The undersigned further certifies, under penalties of perjury, that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Chapter 29, Section 29 F, or any other applicable debarment provisions of any other Chapter of the General Laws, or any rule or regulation promulgated thereunder.
3. **AFFIRMATIVE MARKETING PROGRAM:** Pursuant to SECTION 6 (c) and (d) of Chapter 193 of the Acts of 2004, the Bidder, if selected as the Contractor, certifies that he will cooperate with the awarding authority to achieve MBE and WBE goals as established by the State Office of Minority and Women Business Assistance (SOMBA) and currently in effect as of the date of submission of the bids.

- I. **BID DEPOSIT:** A bid deposit, in the amount of 5% of the proposed Contract Price, equal to \$ 5% of Bid Amount, conditioned upon the faithful performance by the bidder of the agreements contained in this bid, is attached to this proposal. The undersigned agrees that, if he or she is designated as the successful bidder, but fails to execute a contract in accordance with the agreements contained in this bid, or fails to furnish a performance bond and also a labor and materials or payment bond, this bid security shall become the property of the Awarding Authority as liquidated damages; provided that the amount of the bid deposit which becomes the property of the Awarding Authority shall not, in any event, exceed the difference between the bid price of this bidder and the bid price of the next lowest responsible and eligible bidder; and further subject to the conditions set forth in M. G. L. Ch. 149, S.44B.

J. MISCELLANEOUS PROVISIONS:

1. The Bidder acknowledges that the Awarding Authority has the right to reject any or all bids, and to waive informalities in the bidding.
2. The Bidder agrees that this bid shall be valid and will not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the date designated for opening the bids.

K. ATTACHMENTS

1. General Contractor's Current Certificate of Eligibility and Update Statement.
2. Bid Deposit.

L. POST BID SUBMITTALS: The undersigned agrees to furnish the following information prior to the time established for execution of the Contract:

1. Certificate of Corporate Vote, or names of Partners in a Partnership.
2. Massachusetts Foreign Corporation Certificate, if applicable.

SUBMITTED on JUNE 7, 2010

By P.J. STELLA CONSTRUCTION CORP.  
(Firm Name)  
[Signature]  
(Signature)  
JOSEPH M. STELLA, PRESIDENT

(Name and Title of Signator, Typed or Printed)

50 MAIN ST.  
WAKEFIELD, MA 01880  
(Firm Address)

Phone No. 781-245-8844



DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

# The Commonwealth of Massachusetts

Executive Office for Administration and Finance

Division of Capital Asset Management

One Ashburton Place

Boston, Massachusetts 02108

Tel: (617) 727-4050

Fax: (617) 727-5363

LESLIE KIRWAN  
SECRETARY, ADMINISTRATION  
& FINANCE

DAVID B. PERINI  
COMMISSIONER

## Certificate of Eligibility

Contractor: P.J. STELLA CONSTRUCTION CORP.

#09- 0405

50 MAIN STREET

WAKEFIELD

MA 01880

This Certificate Shall Be Used For Submitting Prime/General Bids Only

In accordance with M.G.L. Chapter 149, Section 44D and 810 CMR 4.00, you are hereby certified to file bids under Chapter 149, Section 44A in the following categories:

General Building Construction



RECEIVED

SEP 30 2009

Average Project Rating: 87

Number of Projects Evaluated: 5

Number of Projects Below Passing: 1

Your Single Project Limit is: \$50,554,000

Your Aggregate Work Limit is: \$50,554,000

This certificate is valid from 9/25/2009 to 9/25/2010

George M. Matthews, Deputy General Counsel  
for David B. Perini, Commissioner

9/25/09  
Date

Official DCAM Amendments

Date

Authorization

Extension to:

Name:

SPL:

GBC SPL:

AWL:

Category:

Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **P.J. STELLA CONSTRUCTION CORP.**  
50 Main Street, Wakefield MA 01880

as Principal, hereinafter called the Principal, and **WESTERN SURETY COMPANY**  
100 Newport Avenue Extension, Quincy MA 02171

a corporation duly organized under the laws of the State of **South Dakota** as Surety, hereinafter called the Surety,

are held and firmly bound unto **TOWN OF STOW**  
380 Great Road, Stow MA

as Oblige, hereinafter called the Oblige,

in the sum of **FIVE PERCENT OF THE AMOUNT BID**

Dollars (\$-----5%-----),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
**Pomposicut / Center Elementary School**  
403 Great Road, Stow MA

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for  
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the  
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference  
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the  
Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 7<sup>th</sup> day of JUNE 2010

*Ronald S. Bell*  
(Witness - as to Contractor)

*Cheryl Sturgis*  
Cheryl Sturgis (Witness - as to Surety)

**P.J. STELLA CONSTRUCTION CORP.**  
(Principal) *[Signature]* (Seal)  
✓ **JOSEPH M. STELLA, President**  
(Title)

**WESTERN SURETY COMPANY**  
(Surety) *[Signature]* (Seal)  
Kathleen M Flanagan, Attorney-in-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Richard A Leveroni, Kathleen M Flanagan, Individually**

of Boston, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2009.



WESTERN SURETY COMPANY

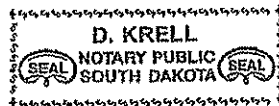
Paul T. Bruffat  
Paul T. Bruffat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of December, 2009, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24 day of JUNE, 2010.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Condition and Affairs**  
**December 31, 2009**

**ASSETS**

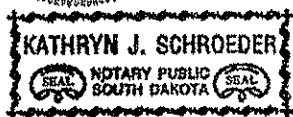
Bonds	\$1,193,435,614
Stocks	22,759,271
Cash and short-term investments	29,157,255
Uncollected premiums and agents' balances	33,002,353
Amounts recoverable from reinsurers	(3,057,290)
Funds held by or deposited with reinsured companies	26,355,884
Net deferred tax asset	19,445,837
Electronic data processing equipment and software	3,117,199
Investment income due and accrued	15,587,378
Other assets	2,217,560
Total Assets	<u>\$1,342,021,061</u>

**LIABILITIES AND SURPLUS**

Losses	\$269,022,299
Loss adjustment expense	70,589,857
Contingent and other commissions payable	5,229,781
Other expense	29,445,697
Taxes, licenses and fees	2,337,499
Federal and foreign income taxes payable	13,593,490
Unearned premiums	241,078,902
Retroactive reinsurance reserve assumed	11,093,043
Other liabilities	<u>20,328,654</u>
Total Liabilities	662,719,222

Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	<u>498,866,607</u>
Surplus as regards policyholders	\$679,301,839
Total Liabilities and Capital	<u>\$1,342,021,061</u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2009, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy  
Vice President, Treasurer

Subscribed and sworn to me this 10th day of March, 2010.

My commission expires:

KATHRYN J. SCHROEDER  
My Commission Expires 7-21-2015

Kathryn J. Schroeder  
Notary Public

June 8, 2010

Joseph M. Stella  
P.J. Stella Construction Corp.  
50 Main Street  
Wakefield, Massachusetts 01880

RE: "Notice to Award"  
Pompositticut/Center Elementary School Project  
Stow, Massachusetts

Dear Mr. Stella:

The Center Elementary Building Committee has voted to award your bid for the *Pompositticut/Center Elementary School Project*. The Committee has approved Alternates 1 through 6 and rejected Alternate 7 for a Contract Value of **\$23,634,922.00**.

We will need you to provide all the required insurance, bonds and the completed Minority/Women Business Enterprises Participation Forms as provided in the General Conditions. We expect to have the contract in your hands no later than Wednesday, June 9<sup>th</sup>, 2010 so we can execute the contract within the next week.

Once you have executed the Contract, return to us the Contract along with all of the forms specified in the General Conditions, the Awarding Authority will execute the Contract, and issue a Notice to Proceed pursuant to the terms of the Contract Documents.

For your information the tile sub-contractor has withdrawn their bid which will require you to carry the second bidder, West Flooring. This will increase your contract sum by \$90,922.00.

If you have any questions, please feel free to contact me at (617) 429-5100.

Sincerely yours,

CONSTRUCTION MONITORING SERVICES, INC.

  
Paul V. Griffin Jr.  
Owners Project Manager

CC: Ellen Sturgis, Chair, Building Committee  
Michael Wood, Superintendent of Schools  
William Wrigley Town Administrator  
Lorraine Finnegan, SMMA

**CMS**  
Construction Monitoring Services, Inc.

*Owner's Representatives*

*Project Managers*

*Construction Managers*

276 Main Street  
Marlboro, Massachusetts 01752  
Tel: (508) 786-0600  
Fax: (508) 786-0608  
Email: CMServicesInc@aol.com

## CERTIFICATE OF VOTE OF AUTHORIZATION

I hereby certify that at a duly authorized meeting of the Board of Directors of the

P.J. Stella Construction Corp.

(Corporation named as General Contractor herein) duly called and held at

Wakefield, MA                      on the    15<sup>th</sup>                      day of                      June                      2010

at which a quorum was present and acting, it was voted that

Joseph M. Stella \_\_\_\_\_ who is the duly elected President

(Name of Officer)

(Title of Officer)

of this corporation be and hereby is authorized to execute and deliver contracts, bonds and other

instruments in the name and behalf of said corporation with the Town of Stow, Stow,

Massachusetts, Owner for the construction of the:

Pompositticut/Center Elementary School, Stow, MA and affix its corporate seal thereto,  
and such execution of

any contract or other instrument or obligation in this corporation's name and on its behalf by

such President \_\_\_\_\_ of the corporation, shall be valid and binding upon this corporation.

(Title of Officer)

I hereby certify that I am the Clerk of the Corporation and that Joseph M. Stella

(Name of Officer)

is the duly elected President of said corporation, and that the  
above

(Title of Officer)

vote has not been amended or rescinded and remains in full force and effect as of the date of

this contract.

A true copy,  
Adrian C. Stilla

Attest: Adrienne C. Stella

(Clerk of Corporation)

✓ [Corporate Seal]



**PERFORMANCE BOND**

Bond No. 929507246

KNOW ALL MEN BY THESE PRESENT, that we P.J. Stella Construction Corp. with a place of business at 50 Main Street, Wakefield MA 01880 as principal (the "Principal"), and Western Surety Company, a SD corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at Quincy MA as Surety (the "Surety"), are held and firmly bound unto the Town of Stow as Obligor (the "Obligor"), in the sum of Twenty Three Million Six Hundred Forty Thousand Nine Hundred & 00/100 lawful money (\$23,640,900.00) of the United States of America, to be paid to the Obligor, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

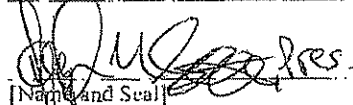
WHEREAS, the Principal has assumed and made a contract with the Obligor, bearing the date of June 15, 2010, and entitled Pompositticut / Center Elementary School.

NOW THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors or Suppliers under said contract shall well and truly keep and perform all the undertakings, covenants, agreement, terms, and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligor, with or without notice to the Surety, and during the life and including any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions. The obligations of the Surety set forth herein shall become null and void only if expressly waived in writing by the Obligor Town of Stow; otherwise such obligations shall remain in full force and virtue.

IN THE EVENT the Contract is abandoned by the Principal, or is terminated by the Obligor, Town of Stow, under the applicable provisions of the contract, the Surety hereby further agrees that the Surety shall, if requested in writing by the Town of Stow promptly take all such actions as is necessary to complete said Contract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the Principal and Surety have hereto set their hands and seals this 15th day of June, 2010.

PRINCIPAL  
P.J. STELLA CONSTRUCTION CORP.

  
[Name and Seal]

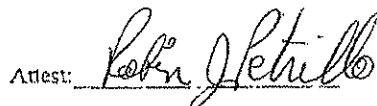
President  
[Title]

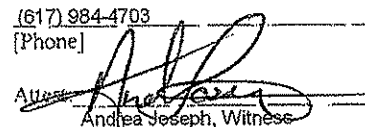
SURETY  
WESTERN SURETY COMPANY

  
[Attorney-In-Fact] Kathleen M. Flanagan

100 Newport Ave Ext, Quincy MA 02171  
[Address]

(617) 984-4703  
[Phone]

Attest: 

  
Andrea Joseph, Witness

The rate of the Bond is \$14.40 % of the first \$ 500,000 and \$8.70 % for the next \$ 2,000,000

The total premium for this Bond is \$ 150,572.00

END OF PERFORMANCE BOND

PAYMENT BOND

Bond No. 929507246

KNOW ALL MEN BY THESE PRESENT, that we P.J. Stella Construction Corp. with a place of business at 50 Main Street, Wakefield MA 01880 as principal (the "Principal"), and Western Surety Company a corporation qualified to do business in the Commonwealth of Massachusetts, with a place of business at Quincy MA as Surety (the "Surety"), are held and firmly bound unto Town of Stow as Obligee (the "Obligee"), in the sum of Twenty Three Million Six Hundred Forty Thousand Nine Hundred and 00/100 (\$23,640,900.00) lawful money of the United States of America, to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has assumed and made a contract with the Obligee, bearing the date of June 15, 2010, and entitled Pompositticut / Center Elementary School.

NOW, THE CONDITIONS of this obligation are such that if the Principal and all Subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the Surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 30, Section 39A, and Chapter 149, Section 29, as amended, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue.

PRINCIPAL

P.J. STELLA CONSTRUCTION CORP.

  
[Name and Seal]

President  
[Title]

SURETY

WESTERN SURETY COMPANY

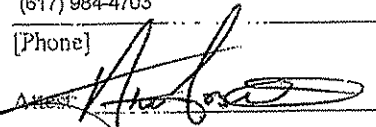
  
[Attorney-In-Fact] Kathleen M Flanagan

100 Newport Ave Ext., Quincy MA 02171  
[Address]

(617) 984-4703

[Phone]

Attest: Robin J. Petrucci

  
Attest: Robin J. Petrucci

The rate of the Bond is \$14.40 % of the first \$ 500,000 and \$8.70 % for the next \$ 2,000,000

The total premium for this Bond is \$ See Performance Bond

END OF PAYMENT BOND

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Richard A Leveroni, Kathleen M Flanagan, Individually**

of Boston, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2009.



WESTERN SURETY COMPANY

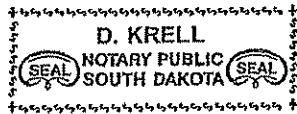
Paul T. Bruffat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of December, 2009, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of JUNE, 2010.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2010

PRODUCER (781) 681-6656 FAX: (781) 681-6686  
The Driscoll Agency, Inc.  
93 Longwater Circle  
P.O. Box 9120  
Norwell MA 02061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
P. J. Stella Construction Corp.  
50 Main Street

Wakefield MA 01880-1021

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: United States Fire Ins. Co.  
INSURER B: The Employers' Fire Ins Co.  
INSURER C: North River Insurance Company  
INSURER D: ACE Property & Casualty  
INSURER E: Steadfast Insurance Company

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	543714010-2	6/30/2009	6/30/2010	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Includes X, C, U				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Includes Contractual				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS	390000675-0000	6/30/2009	6/30/2010	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
C	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
D	DEDUCTIBLE	553092442-2	6/30/2009	6/30/2010	
	<input checked="" type="checkbox"/> RETENTION \$ 0 (Gen. Agg: Per project)				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	C45797429	6/30/2009	6/30/2010	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	OTHER Contractors	CEL6547737-00	6/30/2009	6/30/2010	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Pollution Liability				Per Occurrence \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Pompositticut/Center Elementary School  
403 Great Road, Stow, MA 01775

Evidence of insurance for work performed within the Insureds scope of normal business operations.

## CERTIFICATE HOLDER

Town of Stow  
380 Great Road  
Stow, MA 01775

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Dennis Driscoll/GJM

ACORD 25 (2009/01)  
INS025 (200901)

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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## COMMENTS/REMARKS

Town of Stow, Nashoba Regional School District, Massachusetts School Building Authority, Construction Monitoring Services Inc and Symmes Maini & McKee Associates (Architect) are included as Additional Insureds for General Liability (Ongoing and Completed Operations) by way of forms CG 2010 (7/2004) and CG 2037 (7/2004), as required by a signed contract.

Town of Stow, Nashoba Regional School District, Massachusetts School Building Authority, Construction Monitoring Services Inc and Symmes Maini & McKee Associates (Architect) are included as Additional Insureds for Automobile and Umbrella Liability, as required by a signed contract.

General Liability, Automobile, Workers Compensation include Waiver of Subrogation in favor of the Additional Insureds, as required by a signed contract.

**ACORD CERTIFICATE OF PROPERTY INSURANCE**DATE  
6/15/2010PRODUCER PH (781) 681-6656 FAX (781) 681-6686  
The Driscoll Agency, Inc.  
93 Longwater Circle  
P.O. Box 9120  
Norwell MA 02061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A OneBeacon America Ins Co.COMPANY  
BCOMPANY  
CCOMPANY  
DINSURED  
P. J. Stella Construction Corp.  
(project owners, subcontractors)  
50 Main Street  
Wakefield MA 01880-1021

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	PROPERTY				BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	SPECIAL	7890008671	6/15/2010	6/15/2012	BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> EARTHQUAKE	\$5,000,000			BLANKET PERS PROP	\$
	<input checked="" type="checkbox"/> FLOOD	\$5,000,000			BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> Builders Risk	\$23,640,900			<input checked="" type="checkbox"/> Transit	\$ 500,000
					<input checked="" type="checkbox"/> Offsite storage	\$ 500,000
	INLAND MARINE					\$
	TYPE OF POLICY					\$
	CAUSES OF LOSS					\$
	NAMED PERILS					\$
	OTHER					\$
	CRIME					\$
	TYPE OF POLICY					\$
	BOILER & MACHINERY					\$
	OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

## SPECIAL CONDITIONS/OTHER COVERAGES

Pompositticut/Center Schools  
Additions and Renovations

## CERTIFICATE HOLDER

Town of Stow  
380 Great Road  
Stow, MA 01775

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Dennis Driscoll/GJM

## COMMENTS/REMARKS

Named Insureds to include: P J Stella Construction Corp, all subcontractors, Town of Stow, Massachusetts School Building Authority, Symmes Manini & Mckee Associates

OFREMARK

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